AGREEMENT BETWEEN

TOWN OF ROCKY HILL

AND

MUNICIPAL EMPLOYEES UNION

"INDEPENDENT" (MEIU)

LOCAL #506, SEIU, AFL-CIO, CLC

(TOWN HALL SUPERVISORY BARGAINING UNIT)

July 1, 2014 - June 30, 2017

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	3
ARTICLE 2	NON-DISCRIMINATION	4
ARTICLE 3	UNION SECURITY, UNION RIGHT & MANAGEMENT RIGHTS	4
ARTICLE 4	PRIOR RIGHTS AND BENEFITS	5
ARTICLE 5	BARGAINING UNIT WORK	6
ARTICLE 6	SENIORITY	6
ARTICLE 7	VACANCIES	6
ARTICLE 8	LAYOFF AND RECALL	7
ARTICLE 9	HOURS OF WORK	8
ARTICLE 10	JOB DESCRIPTIONS	8
ARTICLE 11	EMPLOYEE EVALUATION/ SERVICE RATING	9
ARTICLE 12	PERSONNEL RECORDS	10
ARTICLE 13	SICK LEAVE	10
ARTICLE 14	VACATION LEAVE	11
ARTICLE 15	PERSONAL LEAVE AND MILITARY LEAVE	13
ARTICLE 16	LEAVE BALANCE INFORMATION	13
ARTICLE 17	HOLIDAYS	13
ARTICLE 18	GRIEVANCE PROCEDURE	14
ARTICLE 19	INSURANCE	16
ARTICLE 20	RETIREMENT	18
ARTICLE 21	WORKER'S COMPENSATION INJURY LEAVE	19

ARTICLE 22	WAGES AND COMPENSATION- LONGEVITY	20
ARTICLE 23	DISCIPLINE/DISCIPLINARY ACTION	21
ARTICLE 24	FITNESS FOR DUTY	21
ARTICLE 25	SAVINGS CLAUSE	21
ARTICLE 26	UNION CONVENTION/ TRAINING LEAVE	21
ARTICLE 27	DURATION	22
ARTICLE 28	FAMILY AND MEDICAL LEAVE	22
ARTICLE 29	MILEAGE REIMBURSEMENT	24
ARTICLE 30	VOLUNTEER FIRE/AMBULANCE DUTY	24
ARTICLE 31	PROBATIONARY PERIOD BENEFIT ACCRUAL	24
ARTICLE 32	LEAVE WITHOUT PAY	24
ARTICLE 33	BEREAVEMENT LEAVE	25
ARTICLE 34	DAY OF MOURNING/SNOW DAY	25
ARTICLE 35	JURY DUTY	25
ARTICLE 36	PROFESSIONAL REIMBURSEMENT	26
ARTICLE 37	UNIFORMS	26
ARTICLE 38	ACCESS TO INFORMATION	26
ARTICLE 39	EMPLOYEE PROTECTION	27
APPENDIX A	PROFESSIONAL SALARIES	28

TOWN OF ROCKY HILL AND MEUI LOCAL 506

PREAMBLE

This Agreement is made and entered into effective the first day of July, 2008, by and between the Town of Rocky Hill (Hereinafter referred to as "Town", and the Municipal Employees Union "Independent" Local 506, SEIU (hereinafter referred to as "Union" or "MEUI").

ARTICLE I RECOGNITION

Section 1* The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment as stated in the Municipal Employees Relations Act for the positions whose job titles/job classifications were placed within the confines of the supervisory bargaining unit certified as appropriate by the Connecticut State Board of Labor Relations, namely the Highway Superintendent, Treasurer/Accounting Manager, Fire Marshal, Human Services Director, Director of Economic Development, Chief Building Official, Assessor, Tax Collector, Youth Services Coordinator, Recreation Supervisors, Assistant Assessor, IT Technical Assistant, IT General Technician, IT Systems Technician, and Assistant Recycling Coordinator respectively.

Section 2 As used in this Agreement, the term "employee" or "employees" denotes an employee or group of employees who is a member of the above-described certified bargaining unit: the word "Town" means the Town of Rocky Hill, acting through its Town Council or Town Manager or his/her designee; the word "Union" or MEUI" means the municipal Employees Union Independent, the labor organization certified as bargaining agent in case number ME-20,226.

*The parties recognize and agree that the bargaining unit, as originally certified in case ME-20,226, also included the positions of Town Engineer, Town Planner, and Recreation Superintendent, which positions were subsequently eliminated due to an administrative restructuring. It is agreed, however, that should any or all of those three positions be reinstated by the Town in the future, the positions shall be included in this bargaining unit.

ARTICLE 2 NON-DISCRIMINATION

Section 1 As provided by applicable state and federal anti-discrimination statutes, no one subject to the terms of this Agreement shall engage in acts of unlawful discrimination on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability, or sexual orientation.

<u>Section 2</u> The rights of all parties as provided under the Municipal Employee Relations Act, as enforced by the State Board of Labor Relations, are hereby acknowledged by all persons and parties subject to this Agreement.

ARTICLE 3 <u>UNION SECURITY, UNION RIGHTS,</u> AND MANAGEMENT RIGHTS

Section 1 The Union shall designate and make known to the Town one employee to act as Union Steward and one employee to act as alternate union steward in the absence of the Steward. The Town will deal with the Union Steward (or the outside Union Staff Representative, as the case may be) in the processing of grievances and other aspects of contract administration.

Section 2 During the term of this contract or any extension thereof, all employees in the bargaining unit as defined in Article 1 shall, from the effective date of this contract, or within thirty (30) days from the date of their initial start of employment with the Town in a bargaining unit position, as a condition of employment, either become and remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fee shall not exceed the minimum applicable dues paid to the Union by Union members.

Section 3 The Town agrees to deduct from the pay of the bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.

Section 4 The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deductions. Service fees shall be deducted automatically by the Town from employees who choose not to join the Union.

Section 5 The deduction of Union fees and dues or service fees for any month shall be made on a bi-weekly basis during the applicable month and shall be remitted to the financial officer of the Union monthly. The monthly dues and/or service fee remittance to the Union will be accompanied by a list of names of employees from whose wages dues or service fee deductions have been made.

<u>Section 6</u> No dues or fees will be deducted from an employee who has exhausted accumulated sick leave or other paid leave benefits and who is therefore on unpaid leave.

<u>Section 7</u> The Town agrees to provide apace on a bulletin board in each building under it supervision in which a member of the bargaining unit works. The bulletin board space shall be for Union information only.

Section 8 The Union agrees to indemnify and hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of compliance with the Union security/membership/fee provisions of this Article.

Section 9 The outside Union Staff Representative shall be permitted to visit any employee in the bargaining unit at his/her work location for the purpose of grievance processing and other legitimate Union business matters, provided that the Town is notified in advance of the visit and that there is no unreasonable interference with or interruption of work output and job performance. Any steward who is released from his/her work assignment to fulfill his/her duties as a representative of the Union, shall lose no pay or benefits.

<u>Section 10</u> - When collective bargaining meetings are, by agreement of the parties, scheduled to take place during regular working hours, up to three members of the bargaining unit shall be permitted to participate without loss of pay.

Section 11 Unless expressly and specifically relinquished, abridged or limited by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town, pursuant to any charter, general or special statute, ordinance, regulations, agreements regarding reorganization, or other lawful provision, over the complete operations, practices, procedures and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town. Such rights and responsibilities are inherent in the Town by virtue of statutory and Charter provisions and the terms of this Agreement; consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by a specific provision of this Agreement, shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 12 The Town shall provide each member of the bargaining unit a copy of this contract within ten (10) days of its signing. Likewise, the Town agrees to provide a copy of this contract and the name of the Union Steward or Staff Representative to all bargaining unit members within one week of their date of initial hire.

ARTICLE 4 PRIOR RIGHTS AND BENEFITS

Section 1 This Agreement sets forth the wages, hours, and working condition of employees in the bargaining unit, provided that employees shall continue to enjoy any past benefits universally applied to them prior to this contract, which benefits were not reduced to writing.

ARTICLE 5 BARGAINING UNIT WORK

Section 1 The Town and the Union agree to be bound by the rulings, requirements and guidelines set forth in decisions of the Connecticut State Board of Labor Relations (SBLR) as to whether or not the Town may contract or subcontract bargaining unit work during the term of this agreement.

ARTICLE 6 SENIORITY

Section 1 Seniority is defined as "continuous, unbroken service with the Town." The employee's earned seniority shall not be lost because of absence due to approved or legally mandated family leave, medical leave, bereavement leave, jury duty, personal leave, or authorized leave, or while on layoff status for up to two (2) calendar years and eligible for recall. Seniority and seniority rights will not be accrued during approved unpaid leaves of absence or layoff for up to two (2) calendar years, but such rights will not be lost by the employee because of such leave.

- (a) Due to the Town's need to observe their performance throughout one complete annual cycle, new employees in the bargaining unit shall be considered probationary during their first six months of employment. During such probationary period, the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge without notice for any reason by the Town without access to the grievance procedure.
- (b) Following the termination of a probationary employee, the employee shall be entitled to a conference with a town representative if requested by the employee and/or the Union within ten (10) working days.
- (c) At the successful completion of the probationary period, seniority shall be retroactive to date of hire.

Section 2 An employee shall lose his/her seniority if he/she (a) quits, resigns or is discharged; (b) exceeds an approved leave of absence without satisfactory explanation; (c) fails to return from a layoff within twelve (12) working days after date of notice to return by mail; or (d) is laid off and not recalled within two calendar years from the effective date of the layoff.

ARTICLE 7 VACANCIES

Section 1 Except in emergency situations, employees will be made aware, through posting or advertising, at lease one week in advance of a bargaining unit vacancy to be filled or a new unit position which has been created so that each employee who is interested will have the opportunity to apply for said opening(s). Vacancies will be advertised both inside

and outside the bargaining unit. Appointment to bargaining unit positions and promotions within the bargaining unit shall be made by merit upon competitive application and examination in accordance with the merit plan for the Town of Rocky Hill as provided under Town Charter and Personnel Rules and, as such, shall not be subject to collective bargaining except as provided by law.

Section 2 If the Town Manager or Town Council appoints a bargaining unit member to temporarily fill a higher paid unit position for more than thirty (30) consecutive days, then the temporary appointee shall begin to receive the higher rate of pay starting with the thirty first (31st) day and forward into the future for the duration of the temporary appointment.

ARTICLE 8 LAYOFF AND RECALL

Section 1 In the event that the Town determines that there is a need for a reduction in the number of employees in the bargaining unit, the Town shall first determine the number, and position description(s) to be affected. Then, the lease senior employee in each affected position(s) shall be selected for layoff.

Section 2 The employee(s) thus identified for layoff shall be notified of his/her identification for said layoff and shall then be given an opportunity to exercise bumping rights by bumping a less senior employee in the bargaining unit in another unit job, provided that the more senior staff member is qualified. The employee who is thus "bumped" shall be laid off, and there shall be no bumping cycles deeper than one "bump" per layoff. Any temporary, federally funded employees and probationary employees in a position identified for layoff shall be laid off first before non-probationary employees in the position.

(a) No employee in a layoff situation shall be permitted to bump into a position of higher pay than that held at time of notification of identification for layoff. It shall be the employee's obligation to advise the Town, in writing, of any change of address during the recall period.

Section 3 No person shall be hired into the bargaining unit until all qualified persons subject to recall have either been offered reemployment or declined such reemployment offer. Any employees who decline an offer of reemployment after recall or who fail to respond to a recall notice, shall forfeit all recall rights. If a person on recall fails to respond to a letter notifying the employee of recall opportunity within twelve (12) working days of the date of the letter, the employee shall lose all recall rights.

<u>Section 4</u> Laid off employees whose names are on the recall list will be given consideration for opportunities to work for the Town in bargaining unit, temporary, parttime, or seasonal employment as such employment opportunities may from time to time exist.

Section 5 Recall rights shall expire and any employment relationship cease after two (2) years from the effective date of the layoff has elapsed.

Section 6 Within two (2) weeks after the Town Manager receives written notice of action by the Town Council determining that a reduction in force in the bargaining unit is

necessary, the Town shall notify the Union of the impending reduction in force and agree to meet with the Union on request to review the reduction in force situation including a discussion of possible alternatives.

Section 7 Bargaining unit member assigned to positions which are eliminated by the Town Council as part of a reduction in force shall be given at least four (4) weeks notice prior to the effective date of the layoff, provided this shall not apply to employees who are bumped in connection with a reduction in force. Notice shall be deemed to be given when the Town either notifies the employee whose position is being eliminated or the Union.

ARTICLE 9 HOURS OF WORK

Section 1 The regular base work week for full-time employees other than the Fire Marshall shall be thirty-five (35) hours, and the regular base workday shall be seven (7) hours' work with a one-hour lunch break. The Fire Marshall will work a forty (40) hour workweek with an eight (8) hour work day with a one-hour lunch break. Normal hours of work for full-time employees shall be from 8:30 AM to 4:30 PM, normal hours for the Fire Marshall shall be from 7:00 AM to 4:00 PM. The Highway Superintendent will work a thirty-five (35) work week with a one-hour lunch break. Normal hours for the Highway Superintendent will conform to the hours of work for the Highway Department and will be from 6:30 AM to 2:30 PM. This shall not be construed as a guarantee of any minimum number of available hours or a limitation of any maximum number of hours which must be worked. Overtime payment or compensatory time shall not be provided. It is agreed that the nature of Town work, service to the public, requires attendance at evening and weekend meetings, and interaction with members of the public outside of normal business hours which do not qualify as overtime hours.

Section 2 Based upon the needs of members of the public served by unit members, the Town may from time to time establish special work hours and assign employees to them (Example: Human Services will work from 1PM to 9PM each Thursday from Labor Day to Memorial Day)

ARTICLE 10 JOB DESCRIPTIONS

<u>Section 1</u> The Town may create or revise job descriptions, subject to a duty to bargain with the Union over the impact of the changes on the bargaining unit.

Section 2 The Union may request that the Town review and/or revise a job description, and the Town agrees to consider any such request in good faith.

Section 3 All job descriptions must be approved by the Rocky Hill Town Council.

ARTICLE 11 EMPLOYEE EVALUATION/SERVICE RATING

Section 1 The Town shall have the right at least annually to evaluate the performance of bargaining unit members, using an evaluation format which shall be made known to the subject employees before the actual written evaluation is prepared.

Section 2 Employees who contend that there was not a proper basis for all or part of their evaluations may challenge such evaluation through the grievance/arbitration provision of this agreement.

Section 3 The employee shall be given a copy of any service rating report which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employees.

Section 4 Prior to issuing an overall service rating of "unsatisfactory," supervisors shall discuss the employee's performance with him/her. When the employee is rated "unsatisfactory" in any performance criteria, the rating supervisor shall state the reasons why. The evaluator shall not act arbitrarily or capriciously. It is understood that only an overall unsatisfactory service rating shall be grievable.

Section 5 Prior to implementing or revising the service rating form, the Town will provide an opportunity for the Union to have input into the process.

<u>Section 6</u> As supervisors, bargaining unit employees recognize that they may be obliged to evaluate their employees, including written evaluation, in accordance with instructions from the Town.

Section 7 Customer Service Policy: The employees of the Town of Rocky Hill are committed to provide responsive, consistent, efficient and accurate services to the citizens of our community. Through our work environment quality service will be delivered through a caring environment that delivers services with respect for the needs and the diversity of all members of the Rocky Hill community. It is the Town's belief that this standard of service promotes all that is positive about our Town and includes in the term "customer" all residents, taxpayers, co-workers and general public who utilize the Town's facilities. In order to best achieve this commitment to provide a wide range of quality services from diverse departments, the Town supports the philosophy of public service that is embodied in the following statements:

- ✓ We care about our community and its people.
- We believe in providing customer service that meets the diversity of our community and provides services to all customers in a fair and equitable manner.
- ✓ We will support the policies established by our local elected and appointed officials.
- We will seek to identify creative and innovative approaches to serve our customers.
- ✓ We believe in meeting our customer's needs by providing friendly, courteous and efficient service.
- ✓ We will strive to make decisions with input from those most likely to be affected.
- ✓ We will consider the knowledge and perspective of our customers and respond to their ideas and concerns.

✓ We affirm that all officials and employees have the responsibility of meeting a high standard of excellence within the parameters of their particular job in order to ensure quality services from the Town of Rocky Hill.

Section 8 Gratuities: No employee shall accept gifts or gratuities. Gratuities may be defined as cash, gifts, redeemable certificates, meals, trips, paid conferences, etc. The acceptance of a gratuity shall be grounds for disciplinary action up to and including termination from employment. Each incident shall be reviewed on a case-by case basis and at the discretion of the Town Manager. If the rejection of gratuity may cause uncomfortable or negative feelings, the employee may use his/her discretion in forwarding the gratuity to his/her supervisor. The supervisor may donate the gratuity to an appropriate local agency or the Town's Human Service Office.

ARTICLE 12 PERSONNEL RECORDS

<u>Section 1</u> Each employee shall have the right to see and review his or her personnel file upon request by appointment with the Town Manager or his/her designee. The Town shall provide copies of all materials in the file upon request of the employee with no charge for the first 25 pages.

<u>Section 2</u> The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section 3 No negative or derogatory material shall be placed in an employee's personnel file without notice to the employee. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material place in his/her personnel file.

<u>Section 4.</u> All employment records shall be retained in accordance with the State of Connecticut's Records Retention Schedule.

ARTICLE 13 SICK LEAVE

Sick leave with pay shall be granted to all full-time, permanent and probationary employees at the rate of one and one half workdays for each full month worked. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion but shall be allowed only in case of actual sickness, disability of the employee, or at the discretion of the supervisor, in the case of sickness in the immediate family requiring the employee's attendance upon the ill family member, medical and dental appointments, or quarantine restrictions.

<u>Section 2</u> Effective July 1, 2008 the maximum accumulation of sick leave will not exceed 200 days for all employees who have not yet attained the maximum accumulation at the time of the contract.

Section 3 Continued abuse of sick leave privilege shall be considered sufficient cause for suspension or dismissal. To receive compensation while absent on sick leave, the employee shall notify his/her supervisor, prior to the time set for beginning his/her daily duties, as may be specified by the supervisor. Failure to notify the supervisor prior to or within one half hour of the employee's starting time, may subject the employee to disciplinary action.

Section 4 When absence is for more than 3 workdays, the employee may be requested to obtain a physician's certificate. Where a certificate is required and is not presented, at the discretion of the supervisor, such absence may be applied to the balance of any approved leave, to leave without pay, or may be grounds for disciplinary action. A request for a sick leave form must be filled out immediately upon the employee's return to work. When sick leave abuse is suspected, a doctor's certification may be required for all absences.

Sick leave shall be recorded regularly in the personnel records, and the Town Manager and or his/her designee shall review all such records periodically. Sick leave pay shall supplement weekly accident and sickness payments made under the Town's insurance program so that the employee receives his/her full pay and not full pay plus accident and sickness payment. The employee's sick leave account will be charged on a pro-rata basis (percentage of total payment represented by sick leave).

<u>Section 6</u> <u>Unused Leave Payments:</u> A separating employee shall receive full payment for all earned but unused vacation leave. In addition, employees separating from the Town service in good standing shall be entitled to a payment for unused sick leave on the following schedule:

For separation after 20 years of service -3/5 of time accrued For separation after 10 years of service -2/5 of time accrued For separation after 5 years of service -1/5 of time accrued

These allowances do not extend the separation date.

Employees hired after July 1, 2014 shall not be eligible for the benefit outlined in Section 6 above.

ARTICLE 14 VACATION LEAVE

<u>Section 1</u> An employee shall be entitled to one (1) week (five (5) working days) of vacation leave after six (6) months of service

Section 2 Employees with one (1) year of service shall be entitled to ten (10) days of vacation leave. After one (1) year of service, an employee shall be granted vacation leave as follows:

2nd year	11 days	9th year	17 days
3rd year	12 days	10th, 11th, 12th	18 days
4th year	13 days	13th & 14th year	19 days
5th & 6th year	15 days	15th year	20 days
7th & 8th year	16 days	•	•

Section 3 Earned vacation must be taken during the calendar year and generally shall not accrue from year to year. With the prior approval of the supervisor and Town Manager, vacation may be carried over to a specified date in the ensuing year, if the department work schedule positively precludes taking the vacation within the calendar year.

Section 4 An employee, who on December 31st of the preceding year was continuously and actively employed for twelve (12) months, will be entitled to his full vacation leave as of January 1st. Requests for vacations must be submitted to the employee's supervisor at least one (1) week in advance of the starting date. Vacation leave requests must be approved by both the supervisor and the Town Manager and or his/her designee. In the event of any conflict on dates when vacation leave is requested, seniority shall govern priority. Vacation leave shall be scheduled within a department so service is not adversely affected. Vacation schedules shall be determined by the employee's supervisor.

Section 5 An employee who works less than six (6) months shall not be entitled to a vacation, or vacation pay, upon separation. For full-time employees who have worked longer than six (6) months, accumulated vacation will be paid upon separation.

<u>Section 6</u> Additional salary in lieu of vacation will not be paid to an employee, since the purpose of a vacation is rest and relaxation.

Section 7 Vacation Leave, Professional Staff (for employees hired prior to July 1, 2014. In addition to receiving the annual leave noted in Section 2, Town Hall professional staff will receive additional annual leave as follows:

- (a) Staff people with one (1) through nine (9) years of service shall be entitled to two (2) additional annual leave (vacation) days:
- (b) Staff people with ten (10) years of service and above shall be entitled to four (4) additional annual leave (vacation) days;

Section 8 No more than two (2) weeks vacation may be used at any one time without prior written permission from the Town Manager. Requests for vacation beyond two (2) weeks at any one time will only be granted for extenuating circumstances and will not be granted if deemed detrimental to the operation of the employees department. Requests not filed for extended vacation leave in a timely manner will be automatically rejected. The Town reserves the right to limit the number of employees on vacation at any given time, but within these limitations seniority shall govern. Under no circumstances shall Personal time be combined with Vacation time to extend or take additional vacation.

ARTICLE 15 PERSONAL LEAVE AND MILITARY LEAVE

Section 1 Personal Leave: Each employee shall receive up to six (6) days of personal leave per calendar year. Personal leave cannot be used to extend vacations or long weekends.

<u>Section 2</u> <u>Military Leave:</u> Military leave not to exceed fourteen (14) days annually shall be granted to full-time permanent employees when required to serve on active duty, reserve or National Guard duty, and the employee's regular salary shall be continued provided the employee signs over military pay to the Town. In the case of a permanent full-time employee who is a member of any military reserve unit or National Guard being called to duty because of a national emergency, the Town shall pay the excess, if any, of that employee's base pay at the time of the call to duty over the total compensation received for military service. The employee may purchase Town health insurance, if desired, if not covered by the military. The employee must provide the Town with copies of pay stubs showing his or her military service pay. The employee will not continue to receive this benefit if he/she does not return to his/her Town job within 14 days after National emergency or orders have ended or is released from the military. The employee will not lose any seniority but no additional benefits will be earned. In the event of death, this benefit will cease immediately. This shall be for a period of the emergency only.

This shall apply to all full-time Town employees who work regular 35/40 hour work weeks.

Payment under this benefit shall be made on a monthly basis.

This is in addition to any State or Federal regulation.

ARTICLE 16 LEAVE BALANCE INFORMATION

Section 1 The Town shall notify employees of their leave balances annually as of January 1.

ARTICLE 17 HOLIDAYS

<u>Section 1</u> Employees shall be granted time off with pay for the holidays listed below:

New Year's Day Labor Day

Good Friday Thanksgiving Day

Memorial Day Friday following Thanksgiving

Independence Day Christmas Day Martin Luther King Day

Employee's Birthday

Four (4) other days, which shall be designated by the Town Manager at the beginning of each year as a combination of the following:

- a. As half days before Christmas Day and New Year's Day
- b. As part of a four (4) day weekend should a listed holiday come on Tuesday or Thursday
- c. Or, as Lincoln's Birthday, Washington's Birthday, Columbus Day, or Veterans' Day
- Section 2 Paid holidays shall not apply to part-time (less than 20 hours) or per diem employees; probationary employees shall be eligible for paid holidays. When a holiday falls on Saturday, the preceding Friday shall be the day off; when a holiday falls on Sunday, the following Monday shall be the day off.

Section 3 Employees shall not be paid for holidays unless they work the last day prior to the holiday and the next work day after the holiday, unless such employees are on approved leave, or unless they are excused from the requirement by the Town Manager after making a request in advance of the holiday.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1 The purpose of this Grievance Procedure in this contract is to resolve, at the lowest possible administrative level, any and all contract grievances which arise during the term of this contract. A grievance is defined as "a written complaint involving an alleged violation of or dispute involving the application or interpretation of a specific provision of this Agreement or of a provision incorporated by reference."

Section 2 Time Limits and Procedures

- 1. Grievances shall be filed on mutually agreed forms which specify (a) facts; (b) the issue; (c) date of alleged violation; (d) contract section violated; (d) the remedy or relief sought
- 2. A grievance may be amended up to and including step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.
- 3. Whenever "days" are used in this Article, it shall mean "working days," excluding holidays and weekends.

Section 3 Time Limits; If a grievance is not filed in writing within thirty (30) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived. If the Union requests information regarding a possible grievance and does so within the time limit provided for in this agreement, the Union shall have ten (10) days from the Town's response to the request to file a grievance.

The time limits specified within this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the Town, provided that if a grievance is not submitted to a higher step in the grievance procedure in a timely manner, it shall be deemed settled on the basis of the answer of the Town representative at the last step considered. Failure by a representative of the Town to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section 4 Step 1 - Immediate Supervisor

If an employee feels that he/she may have a grievance, he/she, together with the Union steward may discuss the matter with his/her supervisor, in an effort to resolve the problem informally. If unable to do so, and if the grievance is to be pursued, it shall be reduced to writing and submitted to the immediate supervisor within seven (7) days after the above informal meeting. The supervisor shall reply within five (5) days to the steward, with a copy to the Union.

Section 5 Step 2 - Town Manager

If no satisfactory resolution arises, the grievance may be submitted to the Town Manager within five (5) working days after the issuance of the decision at Step 1. The Town Manager shall meet with the grievant to discuss the grievance and shall answer the grievance within ten (10) working days following the meeting.

Section 6 Step 3 - Mediation

If the grievance is not resolved following the Town Manager's level, either party may submit the matter to a mediator appointed by the Connecticut State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance. A mediation request must be filed in writing within ten (10) days after receipt of the Town Manager's response and a copy of the request must be sent to the other party.

Section 7 In disciplinary cases involving the dismissal or suspension without pay of an employee, the grievance procedure shall begin directly at Step 2, at the level of the Town Manager

Section 8 Step 4 - Arbitration

If a grievance has still not been settled, it may be submitted at the request of the Union only, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought by the Union. The written request for arbitration

must be filed in writing with the Connecticut State Board of Mediation and Arbitration, not less than ten (10) days after the conclusion of the mediation session under Step 3 if mediation occurs and, if no mediation occurs, within twenty (20) days following the Town Manager's response under Step 2.

Section 9 The arbitrator or arbitration panel designated shall hear and decide only one grievance at a time and their award shall be final and finding as provided by law. The arbitrator shall be bound by and must comply with all the terms of this agreement and shall

have no power to add to, subtract from, or in any way modify the provision of this agreement. Any costs of arbitration shall be borne equally by both parties.

Section 10 Nothing in this Article shall preclude an arbitrator or panel from ruling on both the arbitrability and the merits of the case or shall preclude the Town and the Union from combining two or more grievances together for a hearing before the same arbitrator, provided both the Town and the Union must agree in writing before more than one case can be heard at a time.

ARTICLE 19 INSURANCE

Section 1 Group Medical Insurance: Health Insurance benefits shall be in accordance with the following policies and will become effective as soon as practicable after July 1, 2008. The Town will provide the employees with a PPO Non-Gatekeeper Plan with the following provisions.

\$15 Office Visit Co-pay

\$15 Wellness Visit Co-pay

\$200 Outpatient Surgery

\$250 Hospital Co-pay

\$15 Walk-in Clinic Co-pay

\$15 Urgent Care Facility Co-pay

\$100 Emergency Room Co-pay

Out of Network Coverage

Deductible \$400/800/1200

Co-insurance 70/30

OOP \$2400/\$4800/\$7200

Prescriptions

Full Managed 3-tier \$5/10/20

Mail order 2x Co-pay

Employees may elect to take the following Health Insurance Option:

Health Savings Account \$2500/\$5000 deductible

Non-Gatekeeper

Once Deductible has been achieved

\$0 Office Visit, after deductible

\$0 Wellness, deductible waived

\$0 Hospital after deductible

\$0 Outpatient Surgery, after deductible \$0 Walk-In Clinic, after deductible

Dental

Co-pay (80%) Dental Plan with Rider A and D

Section 2 Change of Carriers

The Town reserves the right to change insurance providers.

Section 3 Premium Share – Medical and Dental

Effective July 1, 2014 each covered employee will contribute eleven (11%) of the total cost of the insurance premium and each year thereafter for the duration of the contract on July 1st the premium share will increase by 1% (7/1/15 – 12%, 7/1/16 – 13%). Premium share will be paid via payroll deduction.

Section 4 Group Life Insurance: \$20,000 in group life insurance is provided for all bargaining unit employees. Basic benefit is doubled in the event of accidental death. Effective January 1, 2009 this coverage will not be subject to any premium share on the part of the employee therefore the employee shall not have the right to waive coverage. In addition, for participants in the Town Pension Plan, group life insurance in the amount of one and one-half (1-1/2) times the salary up to a maximum of \$150,000 is provided as part of the Retirement Plan.

Section 5 Employees may elect, on a completely voluntary basis, to waive their right to participate in the medical/dental insurance plan offered by the Town. In consideration for the voluntary waiver of such coverage and upon presentation of proof of alternate insurance then in place covering the employee, the Town will pay to the qualifying employee the following amounts \$350 (single); \$750 (2 person); and \$925(family) per month. In the event of changed circumstances that require the qualifying employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received from the Town in exchange for such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Qualifying employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including all waiting periods. Such additional annual compensation shall not be considered part of the employee's annual salary or wage but will be considered taxable income.

Employees not receiving this benefit on July 1, 2014 will not be eligible for the benefit outlined in Section 5 above.

Section 6 Section 125 Pre-Tax Contribution

In accordance with Public Act No. 07-185 any employee for which any portion of the premiums for health insurance are deducted from the employees' pay shall be offered the opportunity to have such portion excluded from their gross income for state or federal income tax purposes, except as required under Section 125 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, from time to time amended. In order to be eligible for this benefit a Salary reduction Agreement signed by the employee must be submitted.

Section 7 All mention of insurance coverage and benefits in this Agreement are descriptive and illustrative only and do not alter in anyway the terms and provisions of the actual insurance policies.

Employees with specific questions about insurance coverage should address them to the attention of the Town Manager.

ARTICLE 20 RETIREMENT

<u>Section 1</u> The Town maintains a retirement system for bargaining unit employees which is coordinated with Social Security coverage, and eligible bargaining unit members shall enjoy pension rights as stated in said plans.

<u>Section 2</u> Each employee shall contribute three percent (3%) of his/her salary to the pension plan via payroll deduction.

Section 3 Copies of pension plan descriptions and other documents describing the pension plan which are in the possession of Town officials shall be furnished to bargaining unit employees upon request. Mention of the retirement plan in this Agreement is illustrative only and does not change or alter the provisions of the plan itself.

Section 4. All Employees hired prior to July 1, 2014 will be covered by the Amended and Restated Pension Plan. Employees hired after July 1, 2014 will not be eligible for the Defined Benefit Pension Plan. In lieu of the Defined Benefit Pension Plan the Town will develop a Defined Contribution Plan. Employees' contributions of six percent (6%) of base salary will be matched by the Town at three percent (3%) of base salary.

Section 5. The parties agree that there shall be no changes to the existing pension plan for twenty (20) years from June 30, 2014 through June 30, 2034. The union agrees that until July 1, 2034, it will not submit, propose or demand in any negotiations or discussion for a successor agreement or otherwise any changes, alteration, modifications or improvements to the Town of Rocky Hill pension plan or any new or improved benefits relating to pensions and/or retirement.

Section 6. Twenty (20) Years of Full-Time Service: Medical insurance benefits will be continued for retirees, until the retiree's date of eligibility to be covered by Medicare, provided the employee at date of retirement had twenty (20) years of full-time continuous service with the Town at his/her normal or early retirement date and attained at least age fifty-five (55) at time of retirement. The Town will pay the full cost of the coverage for the individual retiree only, and the retiree may continue said coverage in effect for his/her spouse, with the Town paying for one half (1/2) the cost of such spousal coverage, and the retiree paying for the remainder of the coverage. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This insurance continuation will not be available for any otherwise eligible

individual who has or is eligible for similar group coverage through another employer. Upon the eligible retiree's eligibility for Medicare benefits, the Town will assume the full cost of a policy providing supplemental Medicare and Major Medical coverage for the retiree, and one-half of the cost for a spouse. The spouse may be included in this supplement coverage provided the retiree pays the cost, in advance, monthly or quarterly. If an employee dies his/her spouse may continue this benefit. Any employee hired after January 1, 2009 will not be eligible for this benefit.

Section 7. Fifteen (15) Years of Full-Time Service: Employees hired prior to July 1, 2000. The Group Insurance Program as negotiated will be provided for retirees, but not the spouse or dependents, from employee's date of retirement to age sixty-five (65), provided the employee had fifteen (15) years of full-time service at his normal or early retirement date and attained at least age fifty-five (55).

The Town will pay the full cost of the coverage. A souse may be included at retiree's full cost, if paid in advance monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. The Town will continue to pay the full cost of the medical coverage upon employee's retirement unless employee has similar group coverage with a new employer. At age sixty-five (65), the Town will assume full cost of supplemental Medicare or Medicare Risk coverage per the retiree's choice, but not spouse; spouse may be included provided retiree pays full cost, in advance monthly or quarterly.

Section 8. Ten (10) Years of Full-Time Service: Major Medical insurance benefits will be continued for retirees, but not spouse or dependents, from employee's date of retirement to eligibility for Medicare, provided the employee had ten (10) years of full-time service at his normal or early retirement date and attained at least age fifty-five (55). In this case, the retiree will pay the full cost of this coverage. The retiree's payment must be received in advance, monthly or quarterly. A spouse of a vested employee who leaves the town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employer. At eligibility for Medicare, the retiree may obtain supplemental Medicare coverage for retiree and spouse provided the retiree pays full cost for both, in advance, monthly or quarterly. Employees hired after January 1, 2009 will not be eligible for this benefit.

ARTICLE 21 <u>WORKERS' COMPENSATION - INJURY LEAVE</u>

<u>Section 1</u> Any employee involved in any accident shall immediately report said accident and ant physical injuries sustained to his/her supervisor and the Union Steward.

Section 2 Workers' Compensation leave, as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties. The Town shall supplement payments due the employee under Workers' Compensation so that the employee will receive full pay during his absence for a period not to exceed ninety (90) working days. In order for the employee to be eligible for full pay from the Town while out of work because of an injury covered by Worker's Compensation, the employee must agree, in writing, in advance, to sign over to the Town his Workers' Compensation benefit checks

when they are issued. In the event of a Worker's Compensation injury causing temporary disability and absences of less than four (4) days, the employee shall receive his regular salary for such periods since payments are not made under Workers' Compensation for such accidents. In the event of a permanent total disability or death resulting from an accident on the job, supplemental payments shall be made to the employee or the employee's next of kin, for a period not to exceed six (6) calendar months. All payments on injury leave shall be subject to the same rules and regulations as Workers' Compensation Insurance and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee.

WAGES AND COMPENSATION - LONGEVITY

<u>Section 1</u> Employees shall receive their paychecks bi-weekly prior to the end of the work day on pay day. Employees leaving on vacation will, on written request, be given their current and/or vacation paycheck(s) in advance.

Section 2 Salaries for bargaining unit positions are attached hereto as Appendix. Wage increases will be 2.85% on July 1, 2014; 2.90% on July 1, 2015; and 3.10% on July 1, 2016.

<u>Section 3.</u> Employees newly hired into the bargaining unit during the term of the Agreement shall receive any annual salary of not less seventy-five (75%) percent of the salary paid to the departed employee.

<u>Section 4</u> Annual longevity payments for full-time bargaining employees hired prior to July 1, 2014 as follows:

Upon completion of 5 years of service	\$425
Upon completion of 10 years of service	\$525
Upon completion of 15 years of service	\$750
Upon completion of 20 years of service	\$1,000

Annual longevity payments may be made in full upon the anniversary date of employment. If such date falls on a Saturday, employee will receive his payment on Friday and if it falls on Sunday, shall receive his payment on Monday.

Section 5. All employees required to respond to emergency calls or to meet the deadlines imposed by budgets, audits, tax assessments or some other extension of regular duty that is required to meet statutory requirements as determined by the Town Manager will receive \$2500 annually in a one time lump sum payment. Payable annually in the last paycheck in January.

ARTICLE 23 <u>DISCIPLINE/DISCIPLINARY ACTION</u>

<u>Section 1</u> "Disciplinary action" as used in this Article shall be defined as limited to verbal warning, written warning, suspension, and discharge. All disciplinary action shall be for just cause.

<u>Section 2</u> All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

<u>Section 3</u> Progressive disciplinary procedures will be followed unless the subject infraction is of such a nature to warrant more severe disciplinary action. Such discipline may include verbal warning, written warning, suspension or dismissal.

<u>Section 4</u> All disciplinary actions may be appealed through the established grievance procedure

<u>Section 5</u> An employee who is required to attend a meeting with his/her supervisor under circumstances where the employee reasonably believes that disciplinary action may result, shall be entitled to have a Union steward present at the meeting.

<u>Section 6</u> Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

ARTICLE 24 FITNESS FOR DUTY

<u>Section 1</u> Employees may be required to be subject to an examination by a licensed physician for good cause.

Section 2 Cost of town-required examinations not covered by insurance, shall be paid by the Town.

Section 3 All employees will be subject to the provisions of the Town of Rocky Hill Drug and Alcohol Abuse Policy.

ARTICLE 25 SAVINGS CLAUSE

<u>Section 1</u> If any provision in this Agreement is declared illegal or invalid by a court or administrative agency of competent jurisdiction, then the rest of this agreement shall not be affected and the parties shall promptly commence negotiations to replace the provision (s) declared illegal or invalid.

ARTICLE 26 UNION CONVENTION/TRAINING LEAVE

<u>Section 1</u> The Town shall, upon reasonable advance notice, permit two employees to attend one conference or convention each year without loss of pay or benefits.

Section 2 The Town shall, upon reasonable advance notice, permit three employees whom the Union designates, to attend a one-day training session per contract year. This time shall be taken without loss of pay or benefits.

Section 3 The total days of paid leave accorded to eligible employees under Sections 1 and 2 above shall not exceed five (5) days per year for the entire bargaining unit.

ARTICLE 27 DURATION

<u>Section 1</u> This Agreement shall become effective July 1, 2014 upon signing after ratification by the Union and the Town Council and shall remain in full force and effect through and including June 30, 2017.

<u>Section 2</u> Negotiations for a successor contract shall commence in 2012 in accordance with the timeline for commencement of negotiations contained in MERA.

ARTICLE 28 FMLA

An employee who has been employed for twelve months or more is eligible to request FMLA Leave for a maximum of twelve weeks for the reasons below:

- a. To care for your spouse, child or parent who has a serious health condition, or when you are unable to work because of your own serious health condition.
- b. Conditions requiring an overnight stay in a hospital or other medical care facility.
- c. Conditions that incapacitate you or your family member for more than three consecutive days and require ongoing medical treatment.
- d. Chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider.
- e. The birth of a child and to bond with the newborn child or for the placement of a child for adoption or foster care and to bond with that child. Both men and women have the same right to take FMLA leave to bond with their child but it must be taken within one year of the child's birth or placement and must be taken as a continuous block of leave.

An employee who has accumulated leave balances shall use available leave balances for FMLA in the following order, sick time, personal time and vacation. Health Insurance

will continue to be provided and the employee will continue to make any premium share contributions even if they have exhausted all leave balances.

Employees requesting FMLA must provide the Town with appropriate notice, if the employee knows in advance that they will need FMLA as soon as the need for FMLA is known. The Town will then respond in writing within five days as to whether FMLA has been granted. Pursuant to Federal law FMLA may be granted once in a twelve month period (with the twelve month period being defined as twelve months from the actual return to work date from a previously granted FMLA).

The Town may request a medical certification from the employee. If there is a request for medical certification the employee must provide said certification within fifteen days of the request. It is the employee's responsibility for the cost of providing said certification from the health care provider. If the employee fails to provide the requested medical certification the FMLA leave request will be denied.

The medical certification must include some specific information including:

- a. Contact information for the health care provider
- b. When the serious health condition began.
- c. How long the condition is expected to last.
- d. Whether the employee is able to work or if the family member is in need of care; and
- e. Whether the leave needs to be continuous or intermittent. If intermittent the certification should include an estimate of how much time you will need for each absence, how often each absence will be required and information establishing the medical necessity for taking such intermittent leave.

If the Town finds the necessary information is missing from the certification it must notify the employee in writing of what additional information is needed to make the certification complete and the employee must provide the missing information within seven calendar days.

If the Town has concerns about the validity of the certification, it may request a second opinion at the Town's expense. If the first and second opinions differ the Town may request a third opinion at the Town's expense.

ARTICLE 29 MILEAGE REIMBURSEMENT

Section 1 When an employee is required and authorized in advance by the Town to use his/her own motor vehicle to perform Town business or attend conferences at the direction of the Department Head, he/she shall be reimbursed at the IRS rate. Employees are encouraged to use Town vehicles for Town business when available. The Town will reimburse employees for out-of-pocket, automobile related expenses upon presentation of a proper receipt.

ARTICLE 30 VOLUNTEER FIRE/AMBULANCE DUTY

Section 1 So long as essential Town functions are covered, a bargaining unit employee who is a member of the Volunteer Fire Department or Volunteer Ambulance Association shall be released from work without loss of pay or benefits to respond to emergencies. The officer on the scene will determine which volunteers are needed.

ARTICLE 31 PROBATIONARY PERIOD BENEFIT ACCRUAL

<u>Section 1</u> A newly hired employee shall accrue paid leave time under this agreement starting with date of hire, but shall not be eligible to begin to use such time until after the successful completion of the probationary period.

Section 2 Insurance coverage for newly hired eligible employees will commence within fifty (50) days of the date of hire, unless eligibility requirements are changed by the applicable carrier(s).

Section 3 New employees shall qualify for holiday pay upon hire.

ARTICLE 32 LEAVES WITHOUT PAY

<u>Section 1</u> Leaves of absence without pay and benefits may be granted by the Town Manager in his/her sole discretion for a limited, definite period of time not to exceed twelve (12) months, upon written application from the employee, for the following reasons:

- a. For other personal or family reasons;
- b. During such leave of absence, the Town may employ an individual to work in the absent bargaining unit member's place, and such individual's employment shall effectively cease with the member's return to duty; or may be continued at the sole discretion of the Town.

Section 2 During such leave without pay, the employee shall not accrue additional seniority nor accrue any earned leave of any kind, but shall maintain his/her seniority and leave balance eligibility as it was in effect on the date of the start of the leave.

<u>Section 3</u> The grant or denial of any leave request under this Article will not establish or be claimed as a practice or precedent in any other leave requests.

ARTICLE 33 BEREAVEMENT LEAVE

Section 1 Full-time employees shall be granted a leave of absence with pay for up to three (3) days for the purpose of attending the funeral of a member of their immediate family or for the purpose of attending to other family obligations in conjunction with the funeral involving a member of the immediate family, provided such leave is requested and approved in advance, in writing, by the Supervisor and/or Town Manager. Up to two (2) additional days may be granted by the Town Manager in his/her discretion in limited instances where extensive travel is required to attend the funeral. With the prior approval of the Town Manager or his/her designee, full-time employees shall be granted a leave with pay of up to one day to attend the funeral of a non relative. Part-time employees will be eligible for bereavement leave, but such leave shall be granted on a pro rata basis.

Section 2 "Immediate family" shall be defined to be the employee's parent, grandparent, step-parent, sibling, current spouse, child, step-child, grandchild, aunt, uncle, nephew, niece, and also parent of current spouse, sibling of current spouse, spouse of sibling of current spouse, and child of current spouse, or any permanent member/resident of the employee's household.

ARTICLE 34 DAY OF MOURNING/SNOW DAY

Section 1 Day of Mourning

The Town Manager in his/her discretion may declare any workday to be a Town day of mourning, on which day employees shall not be required to work in order to be paid. Personnel required to work on this day, shall have a day off at a different time.

Section 2 Snow Day

The Town Manager in his/her discretion may establish a paid snow day on a day that the Town Hall is closed due to a heavy snowfall.

ARTICLE 35 JURY DUTY LEAVE

Section 1 Employees called to jury duty shall inform their immediate supervisors at the time of notification. The Town may request a copy of the court notice the employee receives for jury duty. Such employee shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive his/her normal salary and shall promptly

remit to the Town all compensation received for jury service, not to exceed two weeks per jury service.

ARTICLE 36 PROFESSIONAL REIMBURSEMENT

Section 1 Reimbursement of not more than \$1000 for two semesters per year for a Bachelor's degree and up to \$1200 for two semesters per year for a Master's degree in tuition and books paid upon the satisfactory completion of a previously approved course in a systemize educational program in an accredited college or university.

Section 2 Requests for tuition reimbursement in (1) above shall be submitted prior to February 1 each year to the Town Manager's office to provide time for inclusion in the annual budget if approved by the Town Council.

<u>Section 3</u> The Town shall provide funding for payment of professional licenses/certifications required by the employee's job.

<u>Section 4</u> The Town shall provide funding for payment of membership fees in one professional association per employee. Fees for additional memberships may be paid by the Town with prior approval from the Town Manager.

ARTICLE 37 UNIFORMS

<u>Section 1</u> The Town will reimburse bargaining unit employees who are required as a condition of employment to wear a non-civilian uniform while at work up to \$250 per year for expenditure made by the employee in the purchase and maintenance of said uniform(s).

ARTICLE 38 ACCESS TO INFORMATION

Section 1 The employer agrees to provide non-privileged information to the Union in compliance with the State's Freedom of Information Act on the written request of the Union, and the Union agrees to provide non-privileged information to the Town on written request in accordance with the provisions of the Municipal Employee Relations Act. Claimed violations of this article shall not be subject to arbitration under the grievance procedure of this Agreement and shall instead be pursued by the offended party through an appropriate administrative complaint with the state agency having proper jurisdiction.

ARTICLE 39 EMPLOYEE PROTECTION

<u>Section 1</u> In accordance with the provisions of state statute, the Town shall protect all bargaining unit employees from financial loss and expense arising from lawsuits related to the performance of their job duties.

WHEREFORE, THE Town and the Union, by their undersigned duly authorized representatives, have signed this contract at Rocky Hill, CT on this 21st day of October, 2008.

TOWN OF ROCKY HILL

own Manager

MUNICIPAL EMPLOYEES INDEPENDENT UNION,

LOCAL #506, SEIU, AFLACIO, CLC∧

N N

Date 18, 2014

June 18, 2014

APPENDIX A							
		Step 1	Step 2	Step 3	Step 4	Step 5	
Assistant Recycling Coordinator	7/1/2014	55,721	57,392	59,114	60,887		
	7/1/2015	57,337	59,057	60,828	62,653	:	
	7/1/2016	59,114	60,887	62,714	64,595	: :	
IT Technical Assistant	7/1/2014	61,215	63,052	64,944	66,892	! !	
	7/1/2015	62,991	64,881	66,827	68,831		
	7/1/2016	64,943	66,892	68,899	70,965		
IT Technician - General	7/1/2014	62,609	64,487	66,422	68,414		
	7/1/2015	64,425	66,357	68,348	70,398	:	
	7/1/2016	66,422	68,414	70,467	72,580		
IT Technician - Systems	7/1/2014	65,717	67,689	69,719	71,811		
•	7/1/2015	67,623	69,652	71,741	73,893	:	
	7/1/2016	69,719	71,811	73,965	76,184		
						•	
Recreation Supervisor,	7/1/2014	67,602	69,630	71,719	73,871	:	
Assistant Assessor	7/1/2015	69,563	71,650	73,799	76,013		
	7/1/2016	71,719	73,871	76,087	78,370	:	
Youth Services Coordinator	7/1/2014	71,662	73,811	76,026	78,306	:	
	7/1/2015	73,740	75,952	78,230	80,577	:	
	7/1/2016	76,026	78,306	80,656	83,075	:	
					:		
Tax Assessor, Tax Collector, Building	7/1/2014	83,432	87,796	91,308	96,165	99,237	
Official, Human Services Director,	7/1/2015	85,851	90,342	93,956	98,954		
Economic Development Director	7/1/2016	88,513	93,143	96,869	102,021	105,280	
Fire Marshall	7/1/2014	94,528	97,364	100,285	103,293	106,392	
	7/1/2015	97,270	100,188	103,193	106,289	109,478	
	7/1/2016	100,285	103,293	106,392	109,584	112,871	
Treasurer/Accounting Manager	7/1/2014	96,346	00 227	105,299	100.200	440 577	
Treasurery Accounting Manager	7/1/2014	99,140	99,237 102,115	103,299	108,366 111,508	112,577 115,841	
	7/1/2016	102,213	105,280	111,711	114,965	119,432	
Highway Superintendent/Recycling			ž.	:		:	
Coordinator	7/1/2014	93,855	97,609	101,513	105,573	109,796	
	7/1/2015	96,577	100,439	104,457	108,635	112,981	
7	7/1/2016	99,570	103,553	107,695	112,003	116,483	